TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM504655

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement			
SEQUENCE:	1			

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WeddingWire, Inc.		12/21/2018	Corporation: DELAWARE
XO Group Inc.		12/21/2018	Corporation: DELAWARE
Something Blue, LLC		12/21/2018	Limited Liability Company: DELAWARE
The Bump Media, Inc.		12/21/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	4 Chase Metrotech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 74

Property Type	Number	Word Mark						
Registration Number:	4147894	EVENTWIRE						
Registration Number:	3803848	PROJECT WEDDING						
Registration Number:	3856127	BRIDE'S CHOICE AWARDS						
Registration Number:	3639477	WEDDINGACES						
Registration Number:	3639457	BRIDALBUDS						
Registration Number:	3638741	DIRECTMATCH						
Registration Number:	3512472	TIME TO ROCK						
Registration Number:	3536449	WEDDING WIRE RATED						
Registration Number:	3365304	SMARTMATCH						
Registration Number:	3316183	WEDDINGWIRE						
Registration Number:	3316175	WEDDINGWIRE						
Registration Number:	4636405							
Registration Number:	4621043	WEDTEAM						
Registration Number:	4620881	WEDSTYLE						
Registration Number:	4616497	COUPLES' CHOICE AWARDS						
	•	TRADEMARK						

REEL: 006518 FRAME: 0070 900480308

Property Type	Number	Word Mark			
Registration Number:	4391737	BIRTHDAYWIRE			
Registration Number:	4395463	PROMWIRE			
Registration Number:	4391735	MITZVAHWIRE			
Registration Number:	4571847	WEDSOCIAL			
Registration Number:	4972772	WEDDI AWARDS			
Registration Number:	3828158	NEWLYWISH			
Registration Number:	5595890	THE KNOT			
Registration Number:	5612893	FOUNDHERS			
Registration Number:	5385870	FOUNDHERS			
Registration Number:	5373004	HOW HE ASKED			
Registration Number:	5532780	HOW SHE ASKED			
Registration Number:	3607736	KNOT TV			
Registration Number:	4501968	KNOTTIE			
Registration Number:	3581196	MY KNOT			
Registration Number:	3581197	MY KNOT			
Registration Number:	3581198	MY KNOT			
Registration Number:	3581199	MY KNOT			
Registration Number:	3581200	MY KNOT			
Registration Number:	3581201	MY KNOT			
Registration Number:	4068242	MY REAL WEDDING			
Registration Number:	3329568	THE BUMP			
Registration Number:	2494405	THE KNOT			
Registration Number:	2889317	THE KNOT			
Registration Number:	2136948	THE KNOT			
Registration Number:	3091388	THE KNOT			
Registration Number:	4998448	THE KNOT			
Registration Number:	3365658	THE KNOT			
Registration Number:	3217656	THE KNOT TV			
Registration Number:	4675859	THE KNOT WEDDING CHECKLIST			
Registration Number:	4344919	THE KNOT WEDDING DRESS LOOK BOOK			
Registration Number:	3181378	THE KNOT WEDDING DRESS WORKOUT			
Registration Number:	3267694	THE NEST			
Registration Number:	3580532	(THE NEST)			
Registration Number:	5451098	TWOBRIGHTLIGHTS			
Registration Number:	5451097	TWOBRIGHTLIGHTS			
Registration Number:	5411997	VERI			
Registration Number:	3276356	WEDDING DRESS WORKOUT			
Registration Number:	4344920	WEDDING DRESS LOOK BOOK BY THE KNOT			

Property Type	Number	Word Mark				
Registration Number:	4955909	S				
Registration Number:	4908878	SHINE				
Registration Number:	4161207	GEMS				
Registration Number:	4178400	THE KNOT ULTIMATE WEDDING PLANNER				
Registration Number:	4161208	GEMS GIRLS ENGAGED IN MASSIVE SPENDING				
Registration Number:	4208568	HOPPIT				
Registration Number:	4501969	NESTIE				
Registration Number:	3447871	THE KNOT MARKET INTELLIGENCE				
Registration Number:	2826750	WEDDING TRACKER				
Registration Number:	2401127	THE INTERNET WEDDING SUPERSTORE				
Serial Number:	87091229	В				
Serial Number:	87091232	В				
Serial Number:	86865354	BUMP IT FORWARD				
Serial Number:	86947750	XO GROUP				
Serial Number:	86703140	YOURS. TRULY.				
Serial Number:	87687637	WEDDING DAY BLUEPRINT				
Serial Number:	86104338	THE BUMP				
Serial Number:	86184187	THE BUMP				
Serial Number:	85645166	THE BUMP				
Serial Number:	86110193	THE BUMP				
Serial Number:	87091224	THE BUMP				

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1029852 1L TM IPSA
NAME OF SUBMITTER:	Connor Wise
SIGNATURE:	/Connor Wise/
DATE SIGNED:	01/07/2019

Total Attachments: 15

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FIRST LIEN TRADEMARK AND PATENT SECURITY AGREEMENT dated as of December 21, 2018 (this "Agreement"), among WeddingWire, Inc., a Delaware corporation (the "Borrower"), the other grantors from time to time party hereto (along with the Borrower, the "Grantors" and each a "Grantor") and JPMorgan Chase Bank, N.A. ("JPMorgan"), as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the First Lien Credit and Guaranty Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and JPMorgan, as Administrative Agent, and (b) the First Lien Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors identified therein and JPMorgan, as Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "<u>Trademark and Patent Collateral</u>"):

(a) (i) all United States patents and applications now or hereafter made for letters patent throughout the world, including, but not limited to, any of the foregoing referred to on Schedule I, and all rights corresponding thereto throughout the world, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations of any of the

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- foregoing; (iii) the right to sue for past, present and future infringements of any of the foregoing, and (iv) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; and
- (b) (i) all United States trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, trade dresses, service marks, certification marks, collective marks, logos and other source of business identifiers or any other indicia of origin, designs and general tangibles of a like nature, all registrations thereof, and all applications now or hereafter made in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule II, and all rights corresponding thereto throughout the world, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing, (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY LOAN DOCUMENT, BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY LOAN DOCUMENT, SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH OF THE PARTIES HERETO HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH PERSON, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION PROCEEDING WITH RESPECT TO THIS AGREEMENT BROUGHT IN ANY OF THE

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AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH PERSON. EACH OF THE PARTIES HERETO FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PERSON AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 13.3 OF THE CREDIT AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH THE COLLATERAL AGENT SHALL HAVE BEEN NOTIFIED PURSUANT THERETO, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE COLLATERAL AGENT OR ANY SECURED PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE BORROWER **GRANTORS** ANY OTHER IN ANY **OTHER** JURISDICTION. NOTWITHSTANDING THE FOREGOING, LEGAL ACTIONS OR PROCEEDINGS BROUGHT BY THE SECURED PARTIES IN CONNECTION WITH THE EXERCISE OF REMEDIES WITH RESPECT TO COLLATERAL MAY BE BROUGHT IN OTHER JURISDICTIONS WHERE SUCH COLLATERAL IS LOCATED OR SUCH RIGHTS OR REMEDIES MAY BE EXERCISED.

- (b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.
- (c) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.
- (d) EACH OF THE PARTIES TO THIS AGREEMENT WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

SECTION 4. <u>Security Agreement.</u> The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with

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respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

[[3884229]]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WEDDINGWIRE, INC., SOMETHING BLUE, LLC, as Grantors

by

Name: Michael Beach

Title: Chief Financial Officer

XO GROUP INC., WEDDINGCHANNEL.COM, INC., THE BUMP MEDIA, INC., as Grantors

by

Name: Michael Steib

Title: Chief Executive Officer and

President

[Signature Page to First Lien Trademark and Patent Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WEDDINGWIRE, INC., SOMETHING BLUE, LLC, WWLB MANAGEMENT, LLC, as Grantors

by

Name: Michael Beach

Title: Chief Financial Officer

WEDDINGCHANNEL.COM, INC., THE BUMP MEDIA, INC.,

as Grantors

by

Name: Michael Steib

Title: Chief Executive Officer and

President

XO GROUP INC.,

as a Grantor

by

Name Michael Steib

Title:/Chief Executive Officer

JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT,

by

Name: Daniel J. Maniaci Title: Vice President

[Signature Page to First Lien Trademark and Patent Security Agreement]

TRADEMARK

REEL: 006518 FRAME: 0080

SCHEDULE I

Pending and Issued Patent Applications

[[3884229]]

Applicant/Owner Title	WeddingWire, Inc. METHOD AND MEDIUM FOR CROSS-CATEGORY WEDDING VENDOR RECOMMENDATIONS	XO Group Inc. REGISTRY WITH AUTOMATIC RETAILER-SPECIFIC REGISTRY CREATION	XO Group Inc. SYSTEMS AND METHODS FOR A CENTRALIZED PAYMENT MANAGEMENT SYSTEM	XO Group Inc. METHODS AND APPARATUS FOR DYNAMIC LOCATION-BASED MEDIA BROADCASTING	XO Group Inc. METHOD AND SYSTEM FOR UNIVERSAL GIFT REGISTRY	XO Group Inc. METHOD AND SYSTEM FOR UNIVERSAL GIFT REGISTRY	XO Group Inc. METHOD AND SYSTEM FOR UNIVERSAL GIFT REGISTRY	XO Group Inc. SYSTEMS AND METHODS FOR A CENTRALIZED GIFT REGISTRY WITH TWO-WAY SYNCHRONIZATION	XO Group Inc. REGISTRY WITH UPLOAD AND MERGE OF A RETAILER-SPECIFIC REGISTRY	XO Group Inc. REGISTRY WITH UPLOAD AND MERGE OF A RETAILER-SPECIFIC REGISTRY	XO Group Inc. REGISTRY WITH AUTOMATIC RETAILER-SPECIFIC REGISTRY CREATION	XO Group Inc. SYSTEMS AND METHODS FOR A CENTRALIZED PAYMENT MANAGEMENT SYSTEM	The Knot, Inc., n/k/a SYSTEM FOR PROVIDING WEDDING MANAGEMENT XO Group Inc.	XO Group Inc. SYSTEM FOR PROVIDING WEDDING MANAGEMENT
					XO Gr		XO Gr		·	XO Gr	XO Gr		3, 2006 The Knot. XO Gr	XO Gr
Filing Date/ Issue Date	October 30, 2007	October 20, 2017	April 3, 2018	3/31/2017	Oct 19, 1999	Jan 23, 2006	Feb 26, 2010	Apr 9, 2010	Apr 9, 2010	Jun 12, 2012	Oct 20, 2017	Apr 3, 2018	Mar 3, 2	Oct 12, 2010
Application No./ Registration No.	11/929,035 8,606,650	15/789,893	15/943,993	62/479,790	09/421,108 7,013,292	11/336,985	12/714,038 8,032,428	12/757,413 8,595,080	12/757,424 8,219,452	13/494,603 8,478,656	15/789,893	15/943,993	11/368,188 7,832,633	12/903,145 8,220,709
Jurisdiction	Sn	ns	SN	SN	Sn	Sn	Sn	Sn	Sn	SN	SN	Sn	SN	SO
Grantor	WeddingWire, Inc.	XO Group Inc.	XO Group Inc.	XO Group Inc.	XO Group Inc.	XO Group Inc.	XO Group Inc.	XO Group Inc.	XO Group Inc.	XO Group Inc.	XO Group Inc.	XO Group Inc.	XO Group Inc.	XO Group Inc.

VO Group Inc	311	09/459,766	Dec 13,	VO Grow Inc	SYSTEMS AND METHODS FOR PROVIDING INTERNET
AO GIOUP IIIC.	S O	6,493,742	1999	AO GIOUP IIIC.	ACCESSIBLE REGISTRIES
VO Currenting	311	001 011769	3/31/2017		METHODS AND APPARATUS FOR DYNAMIC LOCATION-
AO GIOUP IIIC.	S O	02/4/9/190		AO GIOUP IIIC.	BASED MEDIA BROADCASTING
WeddingChannel.com,	Ç	10/273,326	October 15,	WeddingChannel.com,	October 15, WeddingChannel.com, SYSTEMS AND METHODS FOR REGISTERING GIFT
Inc.	S)	6,618,753	2002	Inc.	REGISTRIES AND FOR PURCHASING GIFTS

SCHEDULE II

Trademarks/Trade Names Owned by Grantors

Trademark Registrations and Applications

Grantor	Application No.	Registration No.	Application Date	Registration Date	Owner	<u>Mark</u>
WeddingWire, Inc.	85369434	4,147,894	July 12, 2011	May 22, 2012	Wedding Wire, Inc.	EVENTWIRE
WeddingWire, Inc.	77532803	3,803,848	July 28, 2008	June 15, 2010	Wedding Wire, Inc.	PROJECT WEDDING
WeddingWire, Inc.	77927341	3,856,127	February 3, 2010	October 5, 2010	Wedding Wire, Inc.	BRIDE'S CHOICE AWARDS
WeddingWire, Inc.	77629953	3,639,477	December 10, 2008	June 16, 2009	Wedding Wire, Inc.	WEDDINGACES
WeddingWire, Inc.	77625183	3,639,457	December 3, 2008	June 16, 2009	Wedding Wire, Inc.	BRIDALBUDS
WeddingWire, Inc.	77611618	3,638,741	November 11, 2008	June 16, 2009	Wedding Wire, Inc.	DIRECTMATCH
WeddingWire, Inc.	77461493	3,512,472	April 30, 2008	October 7, 2008	Wedding Wire, Inc.	time to r o c
WeddingWire, Inc.	77415769	3,536,449	March 7, 2008	November 25, 2008	Wedding Wire, Inc.	∜∨eddagWireRati
WeddingWire, Inc.	77169075	3,365,304	April 30, 2007	January 8, 2008	Wedding Wire, Inc.	SMARTMATCH
WeddingWire, Inc.	77077940	3,316,183	January 8, 2007	October 23, 2007	Wedding Wire, Inc.	*VeddingVire
WeddingWire, Inc.	77077808	3,316,175	January 8, 2007	October 23, 2007	Wedding Wire, Inc.	WEDDINGWIRE
WeddingWire, Inc.	86225340	4,636,405	March 19, 2014	November 11, 2014	Wedding Wire, Inc.	**
WeddingWire, Inc.	86227962	4,621,043	March 21, 2014	October 14, 2014	Wedding Wire, Inc.	WEDTEAM

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Grantor	Application No.	Registration No.	Application Date	Registration Date	Owner	<u>Mark</u>
WeddingWire, Inc.	86225447	4,620,881	March 19, 2014	October 14, 2014	Wedding Wire, Inc.	WEDSTYLE
WeddingWire, Inc.	86150747	4,616,497	December 23, 2013	October 7, 2014	Wedding Wire, Inc.	COUPLES' CHOICE AWARDS
WeddingWire, Inc.	85821129	4,391,737	January 11, 2013	August 27, 2013	Wedding Wire, Inc.	BIRTHDAYWIRE
WeddingWire, Inc.	85821126	4,395,463	January 11, 2013	September 3, 2013	Wedding Wire, Inc.	PROMWIRE.
WeddingWire, Inc.	85821124	4,391,735	January 11, 2013	August 27, 2013	Wedding Wire, Inc.	MITZVAHWIRE
Something Blue, LLC	86145492	4,571,847	December 17, 2013	July 22, 2014	Somethin g Blue, LLC	WEDSOCIAL
WeddingWire, Inc.	86789252	4,972,772	October 15, 2015	March 22, 2016	Wedding Wire, Inc.	WEDDI AWARDS
Something Blue, LLC	77904742	3828158	January 4, 2010	August 3, 2010	Somethin g Blue, LLC	NewlyWish
XO Group Inc.	86/302,571	55958890	June 6, 2014	October 20, 2018	XO Group Inc.	THE KNOT
XO Group Inc.	87510835	5612893	June 29, 2017	November 20, 2018	XO Group Inc.	FOUNDHERS
XO Group Inc.	87510830	5385870	June 29, 2017	January 23, 2018	XO Group Inc.	FOUNDHERS
XO Group Inc.	87272871	5373004	December 1 9, 2016	January 9, 2018	XO Group Inc.	HOW HE ASKED
XO Group Inc.	87299326	5532780	January 12, 2017	August 7, 2018	XO Group Inc.	HOW SHE ASKED
XO Group Inc.	78906001	3607736	June 12, 2006	April 14, 2009	XO Group Inc.	KNOT TV
XO Group Inc.	77948415	4501968	March 2, 2010	March 25, 2014	XO Group Inc.	KNOTTIE
XO Group Inc.	77197042	3581196	June 4, 2007	February 24, 2009	XO Group Inc.	MY KNOT
XO Group Inc.	77197154	3581197	June 4, 2007	February 24, 2009	XO Group Inc.	MY KNOT
XO Group	77197058	3581198	June 4,	February 24,	XO Group	MY KNOT

<u>Grantor</u>	Application No.	Registration No.	Application Date	Registration Date	Owner	<u>Mark</u>
Inc.			2007	2009	Inc.	
XO Group Inc.	77197065	3581199	June 4, 2007	February 24, 2009	XO Group Inc.	MY KNOT
XO Group Inc.	77197068	3581200	June 4, 2007	February 24, 2009	XO Group Inc.	MY KNOT
XO Group Inc.	77197074	3581201	June 4, 2007	February 24, 2009	XO Group Inc.	MY KNOT
XO Group Inc.	85107265	4068242	August 13, 2010	December 6, 2011	XO Group Inc.	MY REAL WEDDING
The Bump Media, Inc.	78964167	3329568	August 30, 2006	November 6, 2007	The Bump Media, Inc.	THE BUMP
XO Group Inc.	76154965	2494405	October 27, 2000	October 2, 2001	XO Group Inc.	THE KNOT
XO Group Inc.	78311733	2889317	October 9, 2003	September 28, 2004	XO Group Inc.	THE KNOT
XO Group Inc.	75214240	2136948	December 17, 1996	February 17, 1998	XO Group Inc.	THE KNOT
XO Group Inc.	78479304	3091388	September 7, 2004	May 9, 2006	XO Group Inc.	THE KNOT
XO Group Inc.	85645165	4998448	June 6, 2012	July 12, 2016	XO Group Inc.	THE KNOT
XO Group Inc.	78728182	3365658	October 6, 2005	January 8, 2008	XO Group Inc.	the knot
XO Group Inc.	78877256	3217656	May 5, 2006	March 13, 2007	XO Group Inc.	THE KNOT TV
XO Group Inc.	85812985	4675859	December 31, 2012	January 20, 2015	XO Group Inc.	THE KNOT WEDDING CHECKLIST
XO Group Inc.	85021995	4344919	April 23, 2010	June 4, 2013	XO Group Inc.	THE KNOT WEDDING DRESS LOOK BOOK
XO Group Inc.	76613873	3181378	September 23, 2004	December 5, 2006	XO Group Inc.	THE KNOT WEDDING DRESS WORKOUT
XO Group Inc.	78949460	3267694	January 18, 2005	July 24, 2007	XO Group Inc.	THE NEST
XO Group Inc.	78728088	3580532	October 6, 2005	February 24, 2009	XO Group Inc.	[the nest]
XO Group Inc.	87384696	5451098	March 24, 2017	April 24, 2018	XO Group Inc.	TWOBRIGHTLIGHT S
XO Group Inc.	87384693	5451097	March 24, 2017	April 24, 2018	XO Group Inc.	* ivobrightigess
XO Group Inc.	87535370	5411997	July 20, 2017	February 27, 2018	XO Group Inc.	VERI
XO Group Inc.	78491695	3276356	September	August 7,	XO Group	WEDDING DRESS

Grantor	Application No.	Registration No.	Application Date	Registration Date	<u>Owner</u>	<u>Mark</u>
			29, 2004	2007	Inc.	WORKOUT
XO Group Inc.	85021999	4344920	April 23, 2010	June 4, 2003	XO Group Inc.	WEDDING DRESS LOOK BOOK BY THE KNOT
XO Group Inc.	86777507	4955909	October 4, 2015	May 10, 2016	XO Group Inc.	S and Design
XO Group Inc.	86777509	4908878	October 4, 2015	March 1, 2016	XO Group Inc.	SHINE
XO Group Inc.	85456210	4161207	October 26, 2011	June 19, 2012	XO Group Inc.	GEMS
XO Group Inc.	85456212	4178400	October 26, 2011	July 24, 2012	XO Group Inc.	THE KNOT ULTIMATE WEDDING PLANNER
XO Group Inc.	85456213	4161208	October 26, 2011	June 19, 2012	XO Group Inc.	GEMS GIRLS ENGAGED IN MASSIVE SPENDING
XO Group Inc.	85264035	4208568	March 10, 2011	September 18, 2012	XO Group Inc.	HOPPIT
XO Group Inc.	77948416	4501969	March 2, 2010	March 25, 2014	XO Group Inc.	NESTIE
XO Group Inc.	77163920	3447871	April 24, 2007	June 17, 2008	XO Group Inc.	THE KNOT MARKET INTELLIGENCE (Suppl. Reg.)
XO Group Inc.	78221139	2826750	March 4, 2003	March 23, 2004	XO Group Inc.	WEDDING TRACKER
XO Group Inc.	75817494	2401127	October 7, 1999	October 31, 2000	XO Group Inc.	THE INTERNET WEDDING SUPERSTORE

Grantor	Application No.	Registration No.	Application Date	Registration Date	<u>Owner</u>	<u>Mark</u>
XO Group Inc.	87/091,229	-	July 1, 2016	-	XO Group Inc.	B
XO Group Inc.	87091232	-	July 1, 2016	-	XO Group Inc.	
XO Group Inc.	86/865,354	-	January 5, 2016	-	XO Group Inc.	BUMP IT FORWARD
XO Group Inc.	86/947,750	-	March 21, 2016	-	XO Group Inc.	XO GROUP
XO Group Inc.	86/703,140	-	July 23, 2015	-	XO Group Inc.	YOURS. TRULY.
XO Group Inc.	87/687,637	-	November 16, 2017	-	XO Group Inc.	WEDDING DAY BLUEPRINT
XO Group Inc.	86/104,338	-	October 29, 2013	-	XO Group Inc.	THE BUMP
XO Group Inc.	86/184,187	-	February 4, 2014	-	XO Group Inc.	THE BUMP
XO Group Inc.	85/645,166	-	June 6, 2012	-	XO Group Inc.	THE BUMP
XO Group Inc.	86/110,193	-	November 5, 2013	-	XO Group Inc.	bump
XO Group Inc.	87/091,224	-	July 1, 2016	-	XO Group Inc.	the BUMP

RECORDED: 01/07/2019